



August 23, 2001

Re: **01137-Q, REQUEST FOR QUOTATION**

In accordance with the provisions of the attached specifications, I am providing you an opportunity to provide a quotation for the **WORK STATEMENT DENTAL ORAL SURGEON CORRECTIONAL HEALTH SERVICES** identified in the attached request for quotation (RFQ):

This RFQ is identified as **QUOTATION 01137-Q**.

**RESPONSES ARE DUE, AND MUST BE RECEIVED NO LATER THAN 5:00 P. M., FRIDAY, SEPTEMBER 7, 2001. ANY RESPONSES RECEIVED AFTER THE DUE DATE WILL NOT BE CONSIDERED FOR AWARD.**

**RESPONSES MAY BE RETURNED TO MY ATTENTION, IN ANY OF THE METHODS LISTED BELOW:**

**By FAX, 602-258-1573 ATTN: Stan Fisher**

**\*\*YOU ARE ONLY REQUIRED TO RETURN THE PRICING PAGES (LAST THREE PAGES OF THIS RFQ)\*\***

If you have questions, I may also be reached via phone 602-506-3274.

**Stan Fisher  
Senior Procurement Consultant**

1. INTENT:

It is the intent of Maricopa County to procure the services of a Dental Oral Surgeon to perform the duties listed below for Correctional Health Services (CHS). These services will be primarily provided at the Contractor's Office. The possibility does exist that services would be required in Maricopa County Correctional Health facilities and other approved sites. Maricopa County reserves the right to award this Contract to more than one vendor at anytime during the life of the Contract. No services shall be performed without a valid purchase order.

2. SCOPE OF WORK:

2.1 BACKGROUND

- 2.1.1 Maricopa County, through Correctional Health Services, provides various health care services to inmates and detainees housed in County correctional and detention facilities.
- 2.1.2 Correctional Health Services contracts with various health care professionals to provide patient care and other professional services, including mental and behavioral health services, to such inmates and detainees.
- 2.1.3 Contractor is an individual or organization who is, has, employs or contracts with duly qualified, licensed and/or certified to provide professional health care services, medical services, dental services, and/or psychiatric/psychological services in Arizona, or who has agents, employees, contractors or subcontractors who are so qualified, licensed or certified.
- 2.1.4 By this Contract, the County retains Contractor to provide services in, to and through Correctional Health Services' Program.

2.2 DUTIES

As Dental Oral Surgeon, Contractor will:

- 2.2.1 Be proficient in oral surgical procedures, as listed on Attachment A.
- 2.2.2 At the Contractor's office, or other approved sites, examine, diagnose, and treat dental conditions requiring oral surgical procedures that are outside the scope of practice for CHS staff dentists. Examples of such procedures include surgical extractions, removal of tumors, cysts and neoplasm's, excision of both hard and soft tissue, and biopsy of tissues.
- 2.2.3 Consult with and obtain prior authorization from appropriate dental staff of Correctional Health Services regarding medically necessary dental procedures.
- 2.2.4 Provide postoperative follow-up and instructions.
- 2.2.5 Be available for consultation if complications occur.

2.3 OUTCOMES AS DENTAL ORAL SURGEON

In conjunction with the Contractor's duties, Contractor agrees to achieve the following outcomes.

- 2.3.1 Provider documents all services rendered to patients on the consult from within twenty-four (24) hours of providing the service.
- 2.3.2 Patient encounters and other statistical workload indicators are completed by dental staff on a timely basis.
- 2.3.3 Contractor statements of service are within billable rates.
- 2.3.4 Fully participate and assist in the development of performance indicators and measures associated with Correctional Health Services' strategic initiatives and goals.

2.4 SUPERVISION

The Dental Oral Surgeon will work under the general direction of the CHS Dental Director.

2.5 SPACE, EQUIPMENT AND SUPPORT STAFF

- 2.5.1 Contractor will be required to furnish his/her own space, equipment and support staff as is reasonably necessary for the proper administrative and clinical operations. Exceptions to this will be situational dependent, i.e. safety and security of staff, overall medical/dental situation, etc.
- 2.5.2 Contractor is responsible for maintenance and repair of their own workspace, dental surgical suite and equipment.
- 2.5.3 Transportation of patients from County correction or detention facilities to the Contractor's office is the responsibility of CHS.

2.6 LICENSURE/CERTIFICATION REQUIREMENTS

- 2.6.1 All applicable provisions of law and other rules and regulations of any and all governmental, including the State of Arizona, accrediting and regulatory authorities relating to the licensure and regulation of dentists and their dental surgical suite shall be fully complied with by the Contractor.
- 2.6.2 Contractor is responsible for providing a copy of current professional licenses with the quote.

2.7 PRACTICE OUTSIDE THE SCOPE OF THIS CONTRACT

- 2.7.1 The Contractor and any of Contractor's agents, officers, employees and subcontractors may engage in services separate and apart from this Contract provided that such practice does not interfere with the performance by the Contractor or its obligations as set forth herein. If the Contractor does engage in such services, Contractor shall secure and maintain in force, liability insurance and malpractice indemnification as outlined in paragraph 2.8.3
- 2.7.2 The Contractor agrees that in the event it, or any of its employees are named as a defendant in litigation wherein professional misconduct is alleged, that it will advise the Director of Correctional Health Services in writing whether or not at the times alleged in the complaint it, or its agents, officers, employees or subcontractors were conducting County business in furtherance of this Contract and if the alleged negligence was not furtherance of County business pursuant of this Contract, then the Contractor will indemnify and hold harmless the County

for any such alleged conduct in the event the County is also named as a defendant in the lawsuit.

## 2.8. INDEMNIFICATION AND INSURANCE

### 2.8.1 Indemnification

To the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify, and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes relating to the performance of this Contract. **CONTRACTOR'S** duty to defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes, the **CONTRACTOR** may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

#### **Abrogation of Arizona Revised Statutes Section 34-226:**

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** duty to defend, indemnify and hold harmless, the **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of the **CONTRACTOR**, or anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the **COUNTY**.

The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of the **COUNTY**.

### 2.8.2 Insurance Requirements

**CONTRACTOR**, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the **COUNTY**, constitute a material breach of this Contract.

The **CONTRACTOR'S** insurance shall be primary insurance as respects the **COUNTY**, and any insurance or self-insurance maintained by the **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the **COUNTY**.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the **COUNTY** under such policies. The **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The **COUNTY** reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The **COUNTY** shall not be obligated, however, to review such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of the **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insured.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

#### 2.8.3 Commercial General Liability

**CONTRACTOR** shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 0110 93 or any replacements thereof. The coverage shall include X, C, U.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision, which would serve to limit third party action over claims.

The Commercial General Liability, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, CG 20 10 11 85, and shall include coverage for **CONTRACTOR'S** operations and products and completed operations.

If the **CONTRACTOR** subcontracts any part of the work, services or operations awarded to the **CONTRACTOR**, he shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and **CONTRACTOR'S** Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the **CONTRACTOR'S** work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the **CONTRACTOR'S** Commercial General Liability insurance.

If the **CONTRACTOR** practices outside the scope of this Contract, **CONTRACTOR** shall secure and maintain in force, liability insurance and malpractice indemnification with the same insurance requirements as outlined for Commercial General Liability, \$1,000,000 per occurrence and \$2,000,000 aggregate coverage.

#### 2.8.4 Workers' Compensation

The **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, the **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the **CONTRACTOR**.

#### 2.8.5 Professional Liability

The **CONTRACTOR** retained by the **COUNTY** to provide the work or service required by this Contract shall maintain Professional Liability insurance covering negligent acts, errors, or omissions arising out of the work or services performed by the **CONTRACTOR**, or any person employed by the **CONTRACTOR**, with a limit of not less than \$1,000,000 each claim.

### 2.9 CERTIFICATES OF INSURANCE

Prior to commencing work or services under this Contract, **CONTRACTOR** shall furnish, **upon request**, the **COUNTY** with Certificates of Insurance, or formal endorsements as required by the Contract, issued by **CONTRACTOR'S** insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this Contract number and title.

In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two- (2) years past completion and acceptance of the **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the **COUNTY** fifteen- (15) days prior to the expiration date.

2.10 CANCELLATION AND EXPIRATION NOTICE

Insurance required herein shall not expire, be canceled, or materially changed without thirty- (30) day's prior written notice to the **COUNTY**.

2.11 PROHIBITION AGAINST LOBBYING

Contractor agrees that it will not use, directly or indirectly, any of the monies received pursuant to the terms of this Contract for purposes of lobbying, influencing, or attempting to influence, any governmental entity, public official or member of any state, county, or local governmental entity.

2.12 RETENTION OF RECORDS

2.12.1 The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. Correctional Health Services, Federal or State auditors and any other persons duly authorized by CHS shall have full access to, and the right to examine, copy and make use of any and all said materials.

2.12.2 Medical, dental and x-ray records will be retained a minimum of ten (10) years or as mandated by Federal, State and local laws and regulations. Correctional Health Services, Federal or State auditors and any other persons duly authorized by CHS shall have full access to, and the right to examine, copy and make use of any and all said materials.

2.13 COMPENSATION

2.13.1 Claim Billing Requirements

Contractor will submit an itemized, detailed bill utilizing HCFA 1500, UD 92, or similar qualified insurance claim, that includes all necessary patient and service information, by billed code. Prior authorization is required from the CHS Dental Director or designee. A copy of all medical/dental record documentation must accompany all claims.

Claims and supporting documentation will be sent to:

Correctional Health Services  
ATTN: CHS Finance Unit  
111 W. Monroe, Suite 900  
Phoenix, AZ 85003

2.13.2 Billable Rates

**Contractor accepts the current Arizona Health Care Cost Containment System (AHCCCS) Capped Fee as published in the Arizona Department of**

**Health Services (ADHS). Exceptions may be granted, by procedural code, if requested through the bid submission. (See Attachment A)**

2.13.3 Claim Processing

Correctional Health Services will review all billed services for appropriateness of care. If a device or procedure is disallowed, the payment will be adjusted with a written explanation of denial. Denials can be resubmitted by the Contractor if additional information is provided that warrants payment.

2.13.4 Method of Payment

2.13.4.1 Maricopa County Finance Department will, within ten (10) working days from receipt of the statement or invoice, issue a warrant for payment up to the maximum total allowable for units of service provision or work performance, up to the maximum number of units of service actually performed. Should there be a disallowance in the claim, the claim shall be processed for the disallowance, the protest shall be construed as a dispute concerning a question of fact within the meaning of the Disputes Clause of this Contract.

2.13.4.2 The Contractor understands and agrees that the County will not honor any claim submitted more than six months after date of service. All claims must be submitted within thirty (30) days of County's fiscal year-end (June 30<sup>th</sup>) to assure payment for services provided during that fiscal year.

2.13.5 Taxes and Benefits

Contractor assumes sole and exclusive responsibility for payment of any federal and state income taxes, federal social security taxes, worker's compensation and other mandatory governmental deductions or obligations, if any, and any pension or retirement program and in connection therewith Contractor shall indemnify and hold the County harmless for any and all liability which County may incur because of Contractor's failure to pay such taxes or obligations, as well as for the County's liability for any such taxes and obligations.

2.13.6 CHS Recoupment Rights

In addition to any other remedies set forth in this Contract, CHS has the right to recoup, offset or withhold from Contractor any monies that Contractor has received but not yet provided the services, where such monies should not have been provided to Contractor under the terms of this Contract or where CHS is obligated to recoup under state or federal laws.

2.14 DISPUTES

Except as otherwise provided by law, any dispute arising under this Contract shall be submitted to the Dispute Process as specified in Maricopa County Procurement Code, section MC1-905 and MC1-906, as amended. The provisions of this dispute process can be found on [www.maricopa.gov/materials/p-code/HTML\\_code/Code-01.htm](http://www.maricopa.gov/materials/p-code/HTML_code/Code-01.htm).

Disputes involving adjusted invoices should be addressed directly to the Finance Manager, CHS, in writing and with supporting documentation provided. In event differences can not be resolved between the Contractor and CHS, then resolution must be



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accomplished in accordance with the Maricopa County Procurement Code, section MC1-905 and MC1-906.

2.15 TAX

No tax shall be levied against labor. Bid pricing shall include all labor, overhead, tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the bidder to determine any and all taxes and include the same in bid price.

2.16 CONTRACT LENGTH

This quote is to award a firm, fixed-price-purchasing contract to cover a two (1) year period.

2.17 OPTION TO EXTEND

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3) one- (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

2.18 INQUIRIES

All inquiries concerning information contained herein shall be addressed to:

MARICOPA COUNTY  
DEPARTMENT OF MATERIALS MANAGEMENT  
ATTN: CONTRACT ADMINISTRATION  
320 WEST LINCOLN  
PHOENIX, AZ 85003

All inquiries should be addressed to:

STAN FISHER, SENIOR PROCUREMENT OFFICER – (602) 506-3274 FAX: (602) 258-1573  
EMAIL: [sfisher@mail.maricopa.gov](mailto:sfisher@mail.maricopa.gov)

**NOTE: All inquiries must be submitted in writing via either fax or email. No oral communication is binding on Maricopa County.**

PRICING SHEET P080201/B0604178

**DENTAL ORAL SURGEON(S)-CHS**

BIDDER NAME:

F.I.D./VENDOR #:

BIDDER ADDRESS:

P.O. ADDRESS:

BIDDER PHONE #:

BIDDER FAX #:

COMPANY WEB

SITE:

COMPANY

CONTACT (REP):

E-MAIL ADDRESS

(REP):

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: \_\_\_\_\_  
YES \_\_\_\_\_ NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: \_\_\_\_\_YES  
\_\_\_\_\_ NO

**PAYMENT TERMS: BIDDER IS REQUIRED TO PICK ONE OF THE  
FOLLOWING.**

**TERMS WILL BE CONSIDERED IN  
DETERMINING LOW BID.**

**FAILURE TO CHOOSE A TERM WILL RESULT IN DEFAULT TO NET  
30.**

**BIDDER MUST INITIAL THE SELECTION  
BELOW.**

NET 10	_____
NET 15	_____
NET 20	_____
NET 30	_____
NET 45	_____
NET 60	_____
NET 90	_____
2% 10 DAYS NET 30	_____
1% 10 DAYS NET 30	_____
2% 30 DAYS NET 31	_____
1% 30 DAYS NET 31	_____
5% 30 DAYS NET 31	_____

PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE.

The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment.

BIDDERS CERTIFY

BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B.

DESTINATION IN ACCORDANCE WITH THE

TERMS AND CONDITIONS SET FORTH

HEREIN.

**\*Exceptions to the AHCCCS Capped Fee must be listed under the "Billable Rate" column. No entry indicates the acceptance of the AHCCS Capped Fee.**

Any requests for price adjustments must be submitted sixty (60) days prior to the Contract renewal date. Justification for any requested adjustment in cost of labor and/or materials must be accompanied by supporting documentation. Escalation shall not exceed the increase in the U.S. Department of Labor (Bureau of Labor Statistics) Consumer Price Index for Urban Consumers and current AHCCCS Capped Fee billable rates. Exceptions to this rate must be submitted, by procedural code. Increases shall be approved in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

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**Reference: National Dental Advisory Service (NDAS) Comprehensive Fee Report**

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<u>ADA Procedure</u>	<u>Procedure</u>	<u>Billable Rate</u>
<u>Code</u>		<u>(In exception to AHCCCS rate)*</u>
0120	Periodic Oral Evaluation	\$
0140	Limited Oral Evaluation - problem focused	\$
0220	Intraoral - periapical first film	\$
0230	Intraoral - periapical each additional film	\$
0240	Intraoral - occlusal film	\$
0330	Panoramic film	\$
7110	Extraction - single tooth	\$
7120	Extraction - each additional tooth	\$
7210	Surgical extraction	\$
7220	Removal of impacted tooth - soft tissue	\$
7230	Removal of impacted tooth - partially bony	\$
7240	Removal of impacted tooth - completely bony	\$
7241	Removal of impacted tooth - completely bony with complications	\$

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7250	Surgical removal of residual tooth roots (cutting procedure)	\$ _____
7260	Oroantral fistula closure	\$ _____
7285	Biopsy of oral tissue - hard (bone, tooth)	\$ _____
7286	Biopsy of oral tissue - soft (all others)	\$ _____
7310	Alveoloplasty in conjunction w/extractions - per quadrant	\$ _____
7320	Alveoloplasty not in conjunction w/extractions - per quadrant	\$ _____
7470	Removal of exotosis - maxilla or mandible	\$ _____
7520	Incision and drainage of abscess - extraoral soft tissue	\$ _____
7610	Maxilla - open reduction (teeth immobilized, if present)	\$ _____
7620	Maxilla - closed reduction (teeth immobilized, if present)	\$ _____
7630	Mandible - open reduction (teeth immobilized, if present)	\$ _____
7640	Mandible -closed reduction (teeth immobilized, if present)	\$ _____
7970	Excision of hyperplastic tissue - per arch	\$ _____
7971	Excision of pericoronal gingiva	\$ _____
9220	General anthesia - first 30 minutes	\$ _____
9221	General anthesia - each additional 15 minutes	\$ _____
9230	Analgesia, anxiolysis, inhalation of nitrous oxide	\$ _____
9410	House/extended care facility call	\$ _____
9420	Hospital call	\$ _____
9610	Therapeutic drug injection, by report	\$ _____
9630	Other drugs and/or medicaments, by report	\$ _____

**\*Exceptions to the AHCCCS Capped Fee must be listed under the "Billable Rate" column. No entry indicates the acceptance of the AHCCS Capped Fee.**

\_\_\_\_\_  
**Signature of authorized individual**

\_\_\_\_\_  
**Printed name of authorized individual**

**Date:** \_\_\_\_\_

Closing date for responses to this RFQ is 5:00 P.M., September 7, 2001